Terms and Conditions

Last updated: 22/02/2021

These Terms and Conditions, hereinafter referred to, as the “Terms” or “Terms and Conditions” are provided in a layered format, so you can click through the specific areas set out below.

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1. Definitions and Interpretation

In these Terms and Conditions, the following words and phrases shall, where the context so permits, have the following meanings:

“SuperPay” OR “We” OR “Company” OR “Website Owner” OR “Us” OR “Our” means Rosenbridge Ltd, a company incorporated under the laws of United Kingdom with registered number 1745916 and having its principle office registered at 10 Clifton Street, Block A, London, England and Wales - EC2A 4HT, United Kingdom.

“Client” OR “You” OR “Your” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body, as the case may be, who contracts the Company and/or partners with the company for the provision of Services and is responsible for any and all payments for such Services.
“Confidential Information” OR “CI” means, without limitation, trade secrets, proprietary information, materials or know-how belonging to the Party, including vendor, customer, employee, financial, legal, marketing, technical and manufacturing information and not generally known or disclosed to third parties. CI does not include any material which is in or subsequently enters the public domain (other than through the acts or omissions of the recipient), or which the recipient generated internally (as demonstrated by documentary evidence) without access to the Party’s CI.

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;


“in writing”/ “written” when communicated in any written form, including letters, e-mails and any other electronic correspondence.

“Parties” means any and all parties hereby mentioned and bound by these Terms and Conditions, including but not limited to the Company, Client and Partners.

“Partners” means such persons, firms or corporate bodies, including without limitation, operators, software suppliers, or other suppliers who partner with SuperPay for the provision of Services and who are defined in section to these Terms and Conditions below.

“Personal Information” means any information relating to an identified or identifiable natural person and the information referred to in Our Privacy Policy and Cookies Policy.

“Services” means collectively any online facilities, tools, services or information that the Company makes available through the Website or otherwise either now or in the future as well as the provision of services, as defined in Section 4 “Services” of these Terms and Conditions below;

“System” means any online communications infrastructure that the Website Owner makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“Use” means but not limited to use, copy, publicly perform or display, distribute, modificative, translate and/or create derivative works through this Website.
“User” / “Users” means any third party, person, company, legal entity or corporate body that accesses the Website and who is not employed by the Website Owner and is not acting in the course of their employment by the Company;

“Website” means the website www.superpayit.com which is owned and operated by the Website Owner.

1.1 These Terms and Conditions alongside with the Website’s Privacy Policy and the Safeguarding Policy, form the basis of contract between the Company, the Clients, the Partners and any Users, who view, browse, or anyhow use the information contained on this Website.

1.2 Your access and use of the information contained herein and the Services provided by the Company is subject to the following Terms and Conditions and all the applicable laws. By accessing and browsing this Website, you accept, without limitation or qualification, these Terms and Conditions. These Terms and Conditions constitute a binding contract between You and the Company.

1.3 Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of this Website and any additional sections of these Terms and Conditions shall be applicable once the provision of Services commence, as described herein. If you do not agree to these Terms and Conditions, please stop using this Website immediately.

1.4 Any products and/or services displayed on this Website are not representative of all products and services available in the market.

1.5 For the avoidance of doubt, any use of terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

1.6 Unless the context otherwise requires, any use of terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

1.7 Headings in these Terms and Conditions are for convenience only and will have no legal meaning or effect.

1.8 A reference to a statute or a statutory provision is a reference to it as it is in force for the time being, as of the date of these Terms and Conditions, taking account of any amendment, extension, or re-enactment and including any subordinate legislation for the time being in force made under it.

1.9 A “person” shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

2. Introduction

2.1 Welcome to SuperPay. These Terms and Conditions govern your use of our Website. Our Privacy Policy & Cookies Policy also governs your use of our Services and explains how we
collect, safeguard and disclose information that results from your use of our web pages.

2.2 Your agreement with us includes these Terms and our Privacy Policy (the “Agreement”). You acknowledge that you have read and understood Agreements and agree to be bound by it.

2.3 If you do not agree with (or cannot comply with) the Agreement, then you may not use the Service, but please let us know by emailing at support@superpayit.com so we can try to find a solution. These Terms apply to all visitors, Users and others who wish to access or use Service.

3. Use of the Website

3.1 The Users may not, whether through the use of additional software or by any other means: data mine or conduct automated searches on the website or the data contained in it, access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without Our express written permission.

3.2 The Users may not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.

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3.5 The Users may not use techniques to “frame”, “mirror” or otherwise incorporate any part of this Website into any other website without Our prior written authorisation.

3.6 As a condition of Your use of this Website, You warrant to the Company that You will not use this Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

3.7 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

3.8 The Website Owner accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

3.9 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.

4. Our Services

4.1 Our Company provides digital web payment services and other business support activities (the “Services”) through our Partners or otherwise to such businesses and/or individuals who choose to use Us and our platform to collect payments (“Sellers”) and such businesses and/or individuals who choose to use Us and our platform to pay the Sellers (“Buyers”)
4.2 Subject to these Terms and Conditions We shall provide our Services to You which should also include without limitation, hosting and maintaining this Website, facilitating the formation of any arrangements between You and Us, and assisting You in resolving any disputes, which may arise in connection with such arrangements. We may keep you informed of all activities related to your specific requirements by means agreed with You.

4.3 We shall act in accordance with all reasonable instructions given to Us by You by an agreed method of contact and in writing and We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the United Kingdom.

4.4 We shall be responsible for ensuring that we comply with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services and We shall keep you informed of all activities related to the Services by means agreed with You and we shall act in accordance with all reasonable instructions given by You.

4.5 We shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by you, subject to your acceptance of any related reasonable changes to the fees that may be due as a result of such changes.

4.6 We make no warranty or representation that this Website will meet Your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of this Website.

5. Our Partners

5.1 Our Services function alongside two third-party payment processing providers, Stripe Payments Europe, Ltd (stripe.com) and Squareup Europe Limited (squareup.com) (“Partners”). You can access their Terms of Service as well as their Privacy Policies via their websites, as provided in this clause.

5.2 Our Partner’s API, and in conjunction Your account with them process credit and debit card transactions for your SuperPay account. SuperPay is a “Partner Application” as defined in the Stripe Terms of Service. Therefore, any limitations imposed by our Partners’ terms for Partner Applications, for example, with respect to the types of business that may use the service, also apply to the use of our Services.

5.3 Our Service makes it easier for Your customers and payers to submit their payment information to our Partners. Therefore, in order to use the SuperPay service you may need to have an active account with one of our Partners and be bound by their Terms and any relevant policies.

5.4 Any use of that information is governed by your agreement with our Partners and subject to their Privacy Policy and other related policies. We do not hold this information when it is being submitted and we do not have any control over the use of this information You expressly understand and agree that SuperPay shall not be liable for any payments and monetary transactions that occur through your use of our Partners. You expressly understand and agree that all payments and monetary transactions are handled by our Partners. You agree that SuperPay shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including our Partners.

5.5 You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or our Partners SuperPay is not liable for loss or damage from errant or invalid transactions processed with Your account with our Partners. This includes
transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

5.6 You understand that SuperPay use our Partner’s API to run our Services and that our Partner’s API is subject to change at any time and such changes may adversely affect the Service. You understand and agree to not hold SuperPay liable for Your account or any of Your dealings through our Partners or any other third parties.

5.7 You must not process stolen credit cards, or unauthorized credit cards through our Partners and/or your SuperPay account.

6. User’s Responsibilities

6.1 Each Party acknowledges and agrees that the relationship between the Parties and the Users of this Website is that of an independent contractor. Nothing in these Terms and Conditions creates a partnership, joint venture, agency or employment relationship between the Parties.

6.2 You shall use all reasonable endeavours to provide all pertinent information to us that is necessary for our provision of the Services.

6.3 You shall acknowledge that We may, with or without reasons, at Our absolute discretion, reject any offers that we cannot perform for whatever reason or reject any User or Client from using Our Services.

6.4 You may, from time to time, issue reasonable instructions to us in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided by Us and agreed upon in writing by the Parties.

6.5 Our Partners as supplied to You under these Terms and Conditions will be deemed to be under Your supervision, direction and control. It is Your responsibility to provide clear instructions and feedback for the provision of Services and to communicate effectively with Us and the Partners.

6.6 In the event that we require the decision, approval, consent or any other communication from You in order to continue with the provision of the Services or any part thereof at any time, you shall provide the same in a reasonable and timely manner.

6.7 If any consents, licences or other permissions are needed from any third parties, including without limitation, permissions relating to copyright, work permits and other applicable permits it shall be your responsibility to obtain the same in advance of using our Services.

6.8 Any delay in the provision of the Services resulting from your failure or delay in complying with any of the provisions of the task provided by You to Us shall not be the responsibility or fault of the Company.

6.9 You will fully co-operate and assist the us in complying with our duties under these Terms and Conditions and as provided in the applicable law.
7. Communications

7.1 By using our Website, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@superpayit.com

8. Accounts and processing payments

8.1 If you wish to use our Services, you may be asked to supply certain information relevant to our Services including but not limited to, your credit or debit card number, the expiration date of your card, your billing address.

8.2 You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

8.3 We may employ the use of third party services for the purpose of facilitating payment and the completion of our Services. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

8.4 We reserve the right to refuse or cancel your transaction if fraud or an unauthorized or illegal transaction is suspected.

8.5 If you are the Seller, as defined in clause 4.1 of these Terms and Conditions above, you may create an account with Us via our self-serve portal. You should then connect your account to a supported Third-Party Processor and one of our Partners.

8.6 Processing a one-time payment: if you are a Buyer, as defined in clause 4.1 of these Terms and Conditions above, you may visit our application via a link sent to you from the Seller. We shall collect from You such information, as your name and your email. We shall then facilitate the secure collection of card details to the Seller’s selected processor. We do not store any card details in our system.

8.7 Processing a recurring payment: if you are a Buyer, making a reoccurring payment, clause 8.6 above applies. However, for the recurring payment the card details may be stored with the Third-Party Processor and our Partner in order for the recurring payments to be taken.

8.8 Buyer logging into the portal: We enable the Buyers to log in to their own portal. In this portal the Buyer can view past payments, view recurring payments, update card details and cancel recurring payments. Cancelling a recurring payment will remove card details from the processor/Partner.

8.9 Deleting Your account: You may wish to delete Your account and data at any time by emailing support@superpayit.com. However you must settle any unpaid fees before doing so.

9. Contests, Sweepstakes and Promotions

9.1 Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through our Website may be governed by rules that are separate from these Terms and Conditions. If you participate in any Promotions, please review the applicable rules as well as our
Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, Promotion rules will apply.

10. Our fees, payment and taxes

10.1 Our Company shall provide You with all information required to wire funds to Us in accordance with these Terms and Conditions for the Services instructed by You, which may include, but not limited to, an invoice with all the information related to payment and information to which such funds shall be wired or how the funds have been deducted by Us.

10.2 You shall be responsible to pay all the applicable taxes and funds that arise, relating to any transactions with Us including but not limited to, banking fees, from Your own funds.

10.3 Where applicable, the Company shall charge VAT to the You at the prevailing rate, after the Company has provided the Client with an invoice containing the VAT.

10.4 We have two different pricing models “Pay-as-you-go” and “Enterprise” details for which are provided below. We reserve the right to modify them at any time by giving you a 30 days’ notice.

10.5 Pay-as-you-go:

our fees are outlined on the pricing page of Our Website. For Stripe accounts these fees are paid automatically when a payment is processed - no additional action is required from the Seller. For Square accounts these fees are accumulated and settled monthly by charging their card that was used to sign up.

10.6 Enterprise:

the pricing for Enterprise is customised and agreed upon in writing with the Seller before the Seller begins processing payments on such plan with Us.

10.7 Unpaid Fees:

10.7.1 If fees are not paid on time, we will proceed to disable features in the Seller account until the account is fully disabled or the fees are settled. This will also impact the ability for Buyers to process future payments with Us. Failure to pay may trigger immediate termination of the provision of Services by the Company and termination of any future agreements with such Client.

10.7.2 Failure to pay will constitute an infringement of these Terms. The Company reserves the right to pursue any unpaid invoices as it deems fit and/or charge interest on any unpaid invoice. From the point that the payment on the invoice becomes due, the interest will start to accrue on the principal debt owed to the Company by the Client, based on a formula of the ‘reference rate’ of the Bank of England plus 8%.

11. Subscriptions

11.1 Some parts of our Services are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles will be set depending on the type of subscription plan you select when purchasing a Subscription.

11.2 At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or SuperPay cancels it. You may cancel your
Subscription renewal either through your online account management page or by contacting support@superpayit.com customer support team.

11.3 A valid payment method is required to process the payment for your subscription. You shall provide SuperPay with accurate and complete billing information that may include but not limited to full name, address, state, postal or zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize SuperPay to charge all Subscription fees incurred through your account to any such payment instruments.

11.4 Should automatic billing fail to occur for any reason, SuperPay reserves the right to terminate your access to the Service with immediate effect or until settled.

12. Free Trial

12.1 SuperPay may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

12.2 You may be required to enter your billing information in order to sign up for Free Trial.

12.3 If you do enter your billing information when signing up for Free Trial, you will not be charged by SuperPay until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

12.4 At any time and without notice, SuperPay reserves the right to (i) modify Terms and Conditions of Free Trial offer, or (ii) cancel such Free Trial offer.

13. Fee Changes

13.1 SuperPay, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

13.2 SuperPay will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

13.3 Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

14. Term and Termination

14.1 These Terms and Conditions and the agreement between the Parties may be terminated at any time by either Party by serving a notice in writing onto the other Party. The Client may only initiate the termination of these Terms and Conditions, provided that any outstanding invoices have been paid by the Client.

15. Warranties

15.1 The Company makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Services, the Website, the information contained on the Website, your Personal information or material and information
transmitted over the system.

15.2 You are responsible for obtaining access to the services provided by the Company and agree that access to these services may involve third-party fees (including by not limited to Internet service provider or airtime charges). You agree to be responsible for those fees and will not hold the Company liable for any disputes which may arise with third parties whether or not referred to by the Company.

15.3 The Website and its contents are provided on an “as is” and “as available” basis. This means that the Website and its Owner do not make any promises in respect of the quality, completeness or accuracy of the information published on or linked to from the Website.

15.4 To the fullest extent allowed by applicable law, the Website disclaims all warranties, representations, conditions and duties of any kind, including without limitation, any warranties of satisfactory quality, merchantability or of fitness for a particular purpose.

15.5 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.

16. Exclusions and Limitations

16.1 This section limits the responsibility and liability of the Company to the Client for any Services, and the use of the Website and its contents or in respect of any third-party products or services that We refer to or link to on the Website.

16.2 The Company accept no financial responsibility to You arising from Your use of the Services, the Website or any of its content.

16.3 In no circumstances the Company shall accept responsibility for your use of third-Party Sites or in respect of any third-party Products. By Third Party Sites we mean websites, online or mobile services and any other related services provided by third parties, including websites of advertisers and sponsors that may appear on this Website. By Third Party Products we mean products or services provided by third parties.

16.4 It is not commercially possible for the Company to accept any responsibility for Your personal use of any information provided by the Company or the Partner or the way any user decides to use the information on the Website.

16.5 Content (including any information we publish regarding Third Party Products) is only for information purposes and is not intended to address Your particular requirements.

16.6 Any information that you receive from the Website, whether or not it is classified as “real time”, may have stopped being current by the time it reaches you.

16.7 The information on the Website is provided on an “as is” basis. To the fullest extent permitted by law, the Company excludes all representations and warranties relating to its Website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website’s literature; and excludes all liability for damages arising out of or in connection with your use of the Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any
other direct or indirect, consequential and incidental damages.

16.8 To the maximum extent permitted by law, the Company accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

16.9 Nothing in these Terms and Conditions excludes or restricts the Owner’s liability for death or personal injury resulting from any negligence or fraud on the part of the Company.

16.10 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.

17. Change of services

17.1 All descriptions and other details provided in relation to the Services are subject to confirmation by the Company in writing and may be changed without notice.

17.2 All Services are subject to upgrades, and the Service you receive may change in function at a later date. It is your responsibility to check with Us if all the applicable Services are available.

17.3 We will rely upon your instructions being correct when requesting a Service and reserve the right to refuse to withdraw such Services which are no longer required.

18. Prohibited Uses

18.1 You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

18.2 Additionally, you agree not to:

- Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service.
o Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
o Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
o Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
o Take any action that may damage or falsify Company rating.
o Otherwise attempt to interfere with the proper working of Service.

19. Analytics
16.1 We may use third-party Service Providers to monitor and analyze the use of our Service. For further information please read our Privacy Policy.

20. No Use By Minors
20.1 Our Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

21. Accounts
21.1 When You create an account with Us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

21.2 You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

21.3 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

21.4 We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

22. Intellectual Property
22.1 Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of SuperPay and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of SuperPay.
22.2 All Content included on the Website or otherwise provided by the Company, unless uploaded by Users or the Client, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of the Company, our affiliates or other relevant third parties. By continuing to use the Website and our Services You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

22.3 You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website or which is provided as Intellectual Property of the Company or the Partner, or unless given express written permission to do so by the Company.

22.4 The material from the Website or provided otherwise by the Company or the Partner may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

22.5 All copyrights trademarks patents and other industrial or intellectual property rights which may arise as a result of, or be displayed or incorporated in, any written or printed material or any brochure which We may produce either our property or that of third parties and is not to be reproduced used or exploited in any manner whatsoever. You will indemnify us from and against all costs claims and liabilities which we may suffer incur as a result of you using reproducing or exploiting any such industrial or intellectual property rights without the consent of the proprietor.

22.6 The copyright in and to the Terms and Conditions belongs to the Company. Any copying of the Terms and Conditions without the Company’s prior written permission constitutes an infringement of our legal rights.

23. Copyright Policy

23.1 We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

23.2 If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@SuperPay.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement. You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

24. Error Reporting and Feedback

24.1 You may provide us either directly at support@superpayit.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory
laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-
charge, sub- licensable, unlimited and perpetual right to use (including copy, modify, create
derivative works, publish, distribute and commercialize) Feedback in any manner and for
any purpose.

25. Links To Other Websites

25.1 Our Service may contain links to third party web sites or services that are not owned or
controlled by SuperPay.

25.2 SuperPay has no control over, and assumes no responsibility for the content, privacy
policies, or practices of any third party web sites or services. We do not warrant the
offerings of any of these entities/individuals or their websites.

25.3 We assume no responsibility for the content of such web sites and disclaim liability for
any and all forms of loss or damage arising out of the use of them. The inclusion of a link
to another site on Our Website does not imply any endorsement of the sites themselves or
of those in control of them.

25.4 YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE
OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR
ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON
ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY
SUCH THIRD PARTY WEB SITES OR SERVICES.

25.5 WE STRONGLY ADVISE YOU TO READ THE TERMS AND CONDITIONS AND
PRIVACY POLICIES OF ANY THIRD-PARTY WEB SITES OR SERVICES THAT YOU
VISIT.

26. Disclaimer Of Warranty

26.1 THESE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS
AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES
OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES,
OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU
EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND
ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

26.2 NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES
ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS,
SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE
SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR
ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE
SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH
THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR
UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR
THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER
HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS
OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR
EXPECTATIONS.
26.3 THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

26.4 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

27. Severability

27.1 All provisions of any relevant Terms and Conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant Terms and Conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

28. Privacy

28.1 For the purposes of applicable data protection legislation, the Company will process any personal data you have provided to it in accordance Privacy Policy available on this website or on request from the Owner as per our Privacy Policy.

28.2 You agree that, if you have provided Us with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Us and (2) that you have brought to the attention of any such third party the Privacy Notice available on this Website or otherwise provided a copy of it to the third party. You agree to indemnify the Owner in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

29. No Waiver

29.1 In the event that any Party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

30. Previous Terms and Conditions

30.1 In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise in writing.

31. Notices

All notices / communications shall be given to us either by post to the Company (see address above) or by email as per our Contact details stated in our Privacy Policy. Such notice will be deemed received 5 working days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
32. Governing Law and Jurisdiction

32.1 These Terms and Conditions are subject to English law and the courts of England and Wales and will have an exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions.

32.2 Any relevant Terms and Conditions, policies and notices shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of England and Wales in respect of any disputes arising in connection with the website, or any relevant Terms and Conditions, policies and notices or any matter related to or in connection therewith.

32.3 The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within 1 calendar month of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties.

32.4 If the Parties are unable to resolve the dispute in accordance with the clause above, and one or both Parties desire to pursue the dispute, any such dispute, controversy or claim arising out of these terms and conditions or this Agreement including the validity, invalidity, breach or termination thereof, shall be settled first by arbitration in the United Kingdom.

33. Force Majeure

33.1 We shall not be held liable for any failure to perform that is due to any cause or circumstance beyond Our reasonable control, including without limitation a demand for such Services which exceed Our ability to supply them, as well as force Majeure situations with the Partners, including but not limited to earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control. No such inability to deliver or delay in delivery shall invalidate the remainder of these Terms and Conditions.

34. Changes to these Terms and Conditions

34.1 The Company reserves the right to update these Terms and Conditions for legal or regulatory reasons, or to reflect changes in our Services or business practices. The Company shall have the right at any time, to change, modify, add, or delete the Terms and Conditions applicable to your use of the website or any part thereof. Any changed Terms shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting the changed terms on the website, by electronic or conventional mail, or by any other means by which you obtain notice thereof as per our Privacy Policy. Any use of the Website by you after such notice shall be deemed to constitute acceptance by you of the changed terms.

34.2 The Website may at any time modify any relevant Terms and Conditions, Policies or notices. You acknowledge that by visiting the Website from time to time, you shall become bound to the current version of the relevant Terms and Conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the
current version. You shall be responsible for reviewing the then current version each time you visit the Website.

35. Entire Agreement

35.1 These Terms and Conditions constitute the record of the agreement between the Parties, the provision of Services and the use of the Website and supersedes any prior agreements between the Parties.

35.2 Neither You nor the Company shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these Terms and Conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between You and the Company in respect of your use of the Website or the provision of Services.

35.3 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.

35.4 Failure by either Party to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.

35.5 If the Company fails to enforce any of the rights under these Terms and Conditions, it will not be considered a waiver. Any amendment to or waiver of this statement must be made in writing and signed by us.

35.6 You will not transfer any of your rights or obligations under these Terms and Conditions to anyone else without Our consent. All of our rights and obligations under these Terms and Conditions are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Nothing in these Terms and Conditions shall prevent us from complying with the law. These Terms and Conditions do not confer any third-party beneficiary rights. These terms and Conditions form part of the agreement between the You and the Company. Your accessing of this Website and engaging with our Services, You indicate your understanding, agreement to and acceptance, of the full Terms and Conditions contained herein, as well as to our Privacy Policy and our Safeguarding Policy. We acknowledge that the Clients’ and Users’ statutory Consumer Rights remain unaffected.

36. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.